FCC LIBRARY SERVICES STATEMENT OF WORK

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1. PURPOSE

The goal of this statement of work is to establish a contract to provide assistance in continuing the revitalization of the FCC Library and its online components, (the Electronic Reference Center (ERC), and the SirsiDynix Integrated Library System (ILS), to maintain their shared status as key providers of the relevant, readily available, and routinely updated research and reference information that FCC staff needs to carry out mission-critical functions.

This assistance will consist of support for, and improvement of, day-to-day library services; such as the provision of publications and information to FCC staff, ongoing collection development and acquisition support, as well as the maintenance of the ERC, the ILS, and development and delivery of training programs and targeted information to increase awareness and use of the online services.

The FCC Library has moved from a centralized collection of reference material to a combination of centralized library activities and electronic delivery of online information resources and services. Today, a substantial amount of information is delivered by means of, or is available for retrieval over, the Commission's computer network.

The mission of the FCC Library is to provide FCC employees with up-to-date reference information to enable them to perform their jobs more effectively. The FCC Library does this by providing desktop access to legal, technical, business, and other reference materials; an up-to-date core collection of communications-related books, journals, and other documents; and assistance in identifying and obtaining other relevant information.

2. BACKGROUND

The Federal Communications Commission (FCC or Commission) is an independent agency established by the Communication Act of 1934, as amended, to regulate all interstate and international communication by wire, radio, television, satellite, and cable in order to ensure the availability of nationwide wire and radio communication services at a reasonable charge and to promote the safety of life and property.

The Commission's library serves the 1,900 employees of the Commission and contains approximately 7,000 titles and 35,000 volumes of books, monographs, journals and research publications. It also offers desktop access to major online information sources. It is currently open to FCC employees only.

In the last ten years, the explosive growth of the telecommunications industry and the overall shift from regulation to the encouragement of competition has led to a new, faster-paced requirement for information.

Several years ago, responding to this need, the Office of the Managing Director (OMD) authorized a "re-engineering" of FCC library services. As a result, today much of the vital basic research and reference information has been brought to individual FCC employee desktops and specialized research tools are delivered to those offices with clearly defined needs. The FCC Library managers are also actively engaged in increasing awareness of Library holdings and services, through regular promotional outreach to patrons.

3. SCOPE OF WORK

The Commission has a requirement for support relative to the two main areas of tasks as detailed below. The Contractor shall provide all labor, material and related resources to support collection management and customer service activities, as well as assistance in the support and maintenance of the Library and the services and systems that constitute the ERC and the ILS.

4. WORK REQUIREMENTS - TASKS

4.1 Core Tasks - Summary

The Contractor shall provide within 15 business days of contract award and, upon approval, implement, within 10 business days, a final staffing plan for operating and managing the day-to-day functions of the existing physical library, its online components, and library collection maintenance, which includes shelving as well as original and copy cataloging.

4.1.1 Core Functions – Summary

The Contractor shall provide core Library functions that include, at a minimum:

- Front-desk activities, including circulation control, and timely and accurate response to reference and research questions;
- Developing and recommending new reference services;
- Identifying, developing, recommending and promoting targeted research materials to three specialty professions (economists, attorneys and engineers) within the Commission;
- On-site maintenance of the print and electronic collections and the online catalog;
- Identifying, recommending and supporting the acquisition of new collection materials and promoting awareness of new acquisitions; and
- Managing and maintaining, including system administration of, the ERC and the ILS.

4.1.1.1 Front Desk Support – Subtask I

The Contractor shall provide front-desk support for the Library during the hours of operation. Hours of operation are Monday through Friday, 8:30 a.m. until 5:30 p.m.

This support shall include the processing of incoming and outgoing materials to ensure the inventory control of the library's materials by circulation. The Contractor shall support the Commission's participation in the Washington, DC-based Inter-Library Loan (ILL) program. The Contractor shall also respond in a timely manner to staff requests received in person, by telephone and email. The Contracting Officer's Technical Representative (COTR) shall be provided, via email and paper copy, a written monthly activity report, no later than the fifth business day of the following month, on the number and status of incoming and outgoing materials and staff requests for assistance. At the end of year (end of 12 month period), the contractor shall provide an end-of-year summary of the Library's activities, highlights, and proposed projections for the next year.

4.1.1.2 Specialty Reference Services – Subtask II

The Contractor shall proactively identify, develop and provide updates on current reference resources, research techniques, new releases, and items of interest to the three core groups (economists, attorneys and engineers) within the Commission with the goal of helping these core groups stay current on recent developments in their fields. The format and delivery method of these "Information Alerts" shall be proposed by the Contractor and approved by the COTR. The Contractor shall coordinate development of these "Information Alerts" with the FCC University, when appropriate, and with the authorization of the COTR.

4.1.1.3 Collection Maintenance and Management – Subtask III

The Contractor shall support the intake and catalog processing of books, serials, journals, microfilm, CD-ROMs, and other documents and reference materials including items to be catalogued, in original or copy format, and shelved. The Contractor shall physically process all collection acquisition materials in accordance with established guidelines of the FCC Library and the OCLC (Online Computer Library Catalog). This may include attaching bar codes, property stamps, spine labels, and entering information about the acquisition into the online catalog, the OCLC and any other appropriate bibliographic utility. The Contractor shall support the Library

management in the identification of materials for special handling, such as archiving, preservation, de-accession or destruction. The Contractor shall create online catalog records

according to AACR2 standards, LC subject headings, and LC classification and collection prefixes and such records shall be loaded in a timely fashion in the online catalog and the OCLC, to facilitate the speed of access to all patrons without unnecessary delay. Cataloging of library materials shall meet the OCLC Level K standard. Items shall be processed to the shelves and to the ILS in a timely manner, to facilitate the speed of access to all patrons without unnecessary delay. Copy cataloging shall be completed within five days and original cataloging shall be completed within 10 business days of receipt. Rush items shall be cataloged within 24 hours of date of receipt. Information and notification of newly acquired and cataloged items shall be prepared for inclusion in the on-line catalog and the ERC, as appropriate, and in a timely manner, so as to facilitate knowledge and access, without undue delay. This activity shall include assistance with the tracking, recording, and management of periodical and loose-leaf service subscriptions and renewals. Such assistance shall include ongoing liaison with the publishers and/or vendors of such periodical and loose-leaf services.

4.1.1.4 Acquisitions Support – Subtask IV

The Contractor shall maintain the existing "Suggested Library Acquisitions" box, both physical, within the Library, and electronically, on the ERC. During the months of January and June, the Contractor shall solicit from FCC staff, via email, recommendations for new information resource acquisitions. The Contractor shall also develop, for quarterly submission to the COTR, a list of recommended acquisitions independent of patron suggestions. The Contractor shall maintain an ongoing written record of all recommended titles, noting the date, origin and status of the suggested acquisition. This written record shall be maintained on the FCC's "shared drive", in a mutually agreed format.

4.1.1.5 Electronic Reference Center (ERC) and Integrated Library System Support (ILS)Subtask V

The Contractor shall assist in the continuing expansion and maintenance of the ERC. Such assistance shall include, but not be limited to: the draft, design and maintenance of new pages for posting on the ERC; proposals for, and implementation of enhancements to the ERC; removal of outdated information and links, assuring that postings are current and relevant; coordination with other FCC intranet site developers; the provision of statistical reports concerning ERC usage; and researching and adding other appropriate reference, library and communications-related links. The Contractor shall monitor and maintain the ERC on at least a monthly and an as-needed basis, working in coordination with the appropriate FCC Information Technology Center (ITC) web-hosting staff, the Library's Senior Reference Librarian (a FTE with the FCC) and the COTR.

The Contractor shall assist in the continuing expansion and maintenance of the ILS. Such assistance shall include, but not limited to, the maintenance of the existing ILS collections and the entry of new titles. The contractor shall monitor and maintain the ILS on an as-needed basis, working in coordination with the appropriate FCC Information Technology Center staff and the Sirsi-Dynix Maintenance staff.

4.2 Non-Core Tasks - Summary

In addition to the Contractor providing assistance in continuing the revitalization of the FCC Library and its online components, the Contractor shall propose expansions or enhancements in an effort to improve the overall staff usage, management and operations of the Library. At a minimum, the Contractor shall develop training aids to expand awareness of the Library's capabilities, services and offerings; and update existing operational policies and procedures.

4.2.1 Library Marketing and Improvement – Subtask I

One requirement of these non-core tasks shall include a written proposal of how the Library, the ERC and the ILS could be better utilized, to:

- Manage the Library client services and outreach and awareness efforts; and
- Develop and implement programs and services to increase staff usage of both the physical library facility and its online components.

This written proposal shall be prepared and submitted to the COTR for review and approval within four (4) months from date of contract award.

4.2.2 Library Marketing, Improvement and Awareness Efforts – Subtask II

The Contractor shall assist in developing and implementing outreach and awareness efforts, activities, events and initiatives aimed at the Commission's bureaus and offices. (Six operating bureaus; nine offices). These efforts shall have as their goal creating and increasing interest and awareness within the Commission of the Library's offerings and services. The Contractor shall draft recommendations and submit for review and approval to the COTR suggested "outreach" efforts and materials as part of the written proposal stated at 4.2.1 Library Marketing and Improvement - Subtask I.

The Contractor shall propose and organize scheduled activities and produce drafts of "marketing" materials, including customer satisfaction surveys. Upon review and approval by the COTR, the Contractor shall distribute the materials and/or announcements of these efforts, host and/or otherwise implement the effort. At a minimum, at least once a year, an outreach effort shall be recommended and specifically designed to include an individual bureau or office (or combined effort, if appropriate) in coordination with the Bureau/Office Chief (s) and COTR.

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4.2.3 Administer and Update Library Policies and Operating Procedures – Subtask III

The Contractor shall assist in further improving the management and operations of the Library and building upon the existing accomplishments. The Contractor shall review existing written policies and operating procedures and propose updates, revisions, expansions and new policies and procedures, as required for all Core Functions, as listed at 4.1.1.

This task will be on going and as needed. At a minimum, the Contractor shall review existing policies and procedures within four weeks of contract award and present draft recommendations and proposals to the COTR. Within eight (8) weeks, the Contractor shall submit a list of written recommendations and/or drafts to COTR outlining proposed recommendations for improvements, new policies and procedures, timelines, staffing requirements, budget requirements, and dependencies for each policy and procedure.

5. DELIVERABLES

5.1 General

All required written deliverables shall be provided to the COTR. The COTR will review each deliverable and provide comments to the Contractor within five (5) working days of the submission of each document or item; the Contractor shall incorporate any comments and return a revised report to the COTR within three (3) working days of receipt. All written deliverables shall become the property of the FCC. Each deliverable shall be submitted in one (1) hard copy and in an acceptable electronic format using Microsoft Excel, Microsoft Word or any other format mutually agreed upon between the COTR and the Contractor. The time frames and format requirements apply to all written reports, documents and findings to be delivered to the COTR.

5.2 Meetings Between the Contractor and the COTR

Within three (3) working days of the contract award, the COTR and the Contractor will hold an

orientation and coordination meeting, which will include, at a minimum, the Contractor and

COTR. The Contractor shall propose an agenda in advance, in writing, to the COTR.

The Contractor shall be available once each week, at a mutually agreed time, not to exceed one

(1) hour, to meet with the COTR for the purpose of providing a verbal progress report. This

deliverable is expected to be ongoing and for the life of the contract.

5.3 Monthly Reports

The Contractor shall be responsible for submitting a monthly report to the COTR identifying

such activities and events as described in the different tasks, but to include at a minimum, work

accomplished, significant events, issues, deliverables, and projected events for the following

reporting period.

At a minimum: the report will be submitted by the fifth business day of each month and include:

A summary of the Information Alerts concerning new acquisitions, pertinent research to

the three specialty professions; and

A statistical profile of front desk activities, such as items in circulation, patron traffic

count, and reference assistance requests; and

A statistical report on the number of ILL requests received and fulfilled; and

A list of any/all new titles requested or recommended by patrons or Contractor staff.

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6. PRICING SCHEDULE

The Schedule - Supplies or Service and Prices

Item No.	Quantity	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001 - Base Period 09/07/2006 – 09/06/2007 Library Support Services	1	each	\$	\$
0002- Option Period 1 09/07/2007 – 09/06/2008 Library Support Services	1	each	\$	\$
0003 - Option Period 2 09/07/2008 - 09/06/2009 Library Support Services	1	each	\$	\$
0004 – Option Period 3 09/07/2009 – 09/06/2010 Library Support Services	1	each	\$	\$
0005 – Option Period 3 09/07/2010 – 09/06/2011 Library Support Services	1	each	\$ \$.	

Total Price (inclusive of options): \$_____

7. AVAILABLITY OF FUNDS

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. It is anticipated that this order will be incrementally funded.

8. PERIOD OF PERFORMANCE

The Period of Performance is:

Base Period: September 7, 2006 to September 6, 2007

If exercised:

Option Period 1: September 7, 2007 to September 6, 2008 Option Period 2: September 7, 2008 to September 6, 2009 Option Period 3: September 7, 2009 to September 6, 2010 Option Period 4: September 7, 2010 to September 6, 2011

9. PLACE OF PERFORMANCE--SERVICES

The services specified by this contract shall be performed at the following location(s):

FEDERAL COMMUNICATIONS COMMISSION 445 12th Street, S.W. Washington, DC 20554

10. KEY PERSONNEL

A. The Contractor shall identify "key personnel" to be assigned to perform the required work. The key personnel are considered to be essential to the work being performed for Commission.

The following personnel are designated as Key Personnel:

Name Title/Job Classification

To be Proposed (TBP)

- B. The Contractor agrees that the above key personnel shall not be removed from the contract effort, replaced or added to the contract without a compelling reason and without compliance with paragraphs (C) and (D) hereof. The Government will not approve substitutions for the sole convenience of the contractor.
- C. If any change to the key personnel position becomes necessary (substitutions or additions), the Contractor shall immediately notify the Contracting Officer in writing, accompanied by the resume of the proposed replacement personnel who shall be of at least substantially equal ability and qualifications as the individuals currently approved for that category.
- D. No substitution or replacement of the key personnel shall be approved within the first ninety (90) days after contract award.

- E. All requests for approval of changes hereunder must be in writing, via email, and provide a detailed explanation of circumstances necessitating the proposed change. Request for changes should be made whenever the need is identified. Beside the resume, the request must also provide:
 - 1) a comparison and qualifications to those set forth in the accepted resume proposed for substitution;
 - 2) a signed employee non-disclosure agreement;
 - 3) number of hours the Contractor will provide at his/her own expense to train the proposed replacement; and,
 - 4) any other information requested by the Contracting Officer to reach a decision.

The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval in writing.

11. DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

A. The Contracting Officer's Technical Representative (COTR) is as follows:

COTR: To Be Determined (TBD)

- B. The COTR is responsible for the technical direction of the contract work. In no event, however, will any understanding, agreements, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual document executed by the Contracting Officer prior to completion of the contract.
- C. The Contracting Officer shall be informed as soon as possible of any actions or inactions by the contractor or the Government which may affect the price, required delivery or completion times stated in the contract, so that the contract may be modified if necessary. Whenever, in the opinion of the contractor, the COTR requests efforts outside the scope of the contract, the contractor shall advise the COTR. If the COTR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in non-payment.
- D. A copy of the COTR delegation letter shall be provided as an attachment after award.

12. CONTRACT ADMINISTRATION

The Contracting Officer is the only person authorized to approve changes. This authority remains solely with the Contracting Officer. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and NO adjustment will be made in the contract price to cover any INCREASE incurred as a result thereof.

A. The Contractor point of contact is:

To Be Proposed (TBP)

Phone:

Fax:

B. The Government points of contact are as follows:

1. Procuring Contracting Officer: Wilma S. Mooney

Address: FCC/OMD/AO/CPC

445 12th Street, SW Room No. 1A524

Washington, DC 20254

Phone: (202) 418-1865 Fax: (202) 418-0237

2. Contract Administrator/Contract Specialist: Anthony S. Wimbush

Address: FCC/OMD/AO/CPC

445 12th Street, SW Room No. 1A511

Washington, DC 20254

Phone: (202) 418-0932 Fax: (202) 418-0237

3. Contracting Officer's Representative (COR): To Be Determined

Address:

Phone:

Fax:

13. GOVERNMENT AND CONTRACTOR RELATIONSHIPS

The Commission and the Contractor understand and agree that the services to be provided under this contract by the Contractor to the FCC are non-personal services. The parties recognize that no employee relationship exists or will exist under this contract. The Contractor contracts with the FCC to furnish the specified services fully described herein and is accountable to the FCC only for furnishing such services, materials, or work ordered.

14. CONFIDENTIALITY

- A. The Contractor and any personnel assigned to work on this Contract, including any employees, subcontractors, subcontractor employees, consultants, agents, or other representatives of the Contractor (collectively "the Contract personnel") are restricted as to their use or disclosure of non-public information obtained during the term of this Contract. Non-public information means any information that is not routinely available for public inspection. Section 0.457 of the FCC's rules (47 C.F.R. § 0.457) lists different types of non-public information maintained at the FCC including, but not limited to, information that is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, or any other relevant claims of privilege and exempt from disclosure under the Freedom of Information Act. It is the responsibility of the Contractor and Contract personnel to preserve all non-public information in confidence.
- B. The Contractor and Contract personnel may not discuss or disclose non-public information, either within or outside of the Contractor's organization, except (a) FCC employees authorized by the Contracting Officer to receive such information; (b) for approved Contract personnel who have executed a Non-Disclosure Agreement (Attachment 1 to the RFQ) as necessary for performance of work under the Contract; or (c) as directed in writing by the Contracting Officer. The Contractor is responsible for ensuring that all Contract personnel execute the attached Non-Disclosure Agreement and providing executed Non-Disclosure Agreements to the Contracting Officer before Contract personnel commence any work under this Contract. These procedures apply to any Contract personnel assigned to perform work under this Contract following award.
- C. Requests for the use of any non-public information obtained during, or resulting from, the performance of the Contract must be addressed in writing to, and approved in writing by, the Contracting Officer. In the event the Contractor is issued a subpoena, court order, or similar request seeking information related to this contract, the Contractor will notify the Contracting Officer in writing within one calendar day of knowledge or receipt of such request, whichever is sooner.
- D. The prohibition on disclosure of information described above is an ongoing obligation of the Contractor and Contract personnel and does not terminate with completion of work under this Contract or, with respect to Contract personnel, upon conclusion of an individual's employee/consultant/representative relationship with the Contractor or its subcontractor(s).

15. CONFLICT OF INTEREST

- A. The Contractor is expected to provide high quality service to the Commission that is free from bias, and personal and organizational conflicts of interest (see e.g., FAR Part 9.5), including the appearance of impropriety or unprofessional conduct. At all times, the Contractor must exercise organizational independence to ensure its ability to objectively support the FCC's programs and activities.
- 1. Neither the Contractor nor any Contract personnel may perform services under this Contract that directly relate to matters on which it has worked in the past (other than for the FCC) without explicit authorization in writing from the Contracting Officer. Any such past role or involvement is deemed to create, at a minimum, a potential conflict of interest and must be reported in writing immediately to the Contracting Officer for review and disposition.
- 2. During and after the Contract term, neither the Contractor nor any Contract personnel may dispute the validity of any work product generated under this Contract in any matter adverse to the interests of the FCC.
- 3. During the Contract term and for a period of six (6) months thereafter, neither the Contractor nor any Contract personnel may provide services to any third party (i.e., any party other than the FCC or the Contractor) with respect to any matter that directly relates to the subject matter of any services performed under this Contract. Any such representation is deemed to create, at a minimum, a potential conflict of interest and must be reported in writing immediately to the Contracting Officer for review and disposition.
- 4. During the Contract term, and for a period of three (3) months thereafter, neither the Contractor nor any Contract personnel may provide services to any third party with respect to any matter indirectly relating to the subject matter of any services performed under this Contract without first providing a detailed written explanation of the proposed services to be rendered and obtaining the written consent of the Contracting Officer in connection therewith. The Contracting Officer's consent shall not be unreasonably withheld.
- 5. In connection with both the Contractor's confidentiality obligations in the Confidentiality clause and the conflict of interest requirements herein, the Contractor must submit, within 5 days of Contract award, a detailed plan and description of its record retention and access practices and its so-called "Chinese Wall" procedures; e.g., procedures for handling and protecting confidential information; procedures for determining the existence of an actual or potential conflict of interest with respect to the Contractor or Contract personnel; and controls for limiting and Jor monitoring information exchange by Contract personnel that would be employed in the event an actual or potential conflict of interest is identified.
- B. Offerors shall submit the following information to the Contracting Officer with their responses to this RFQ: 1. Name, address, and telephone number of any client of the offeror or any proposed subcontractor(s) or consultant(s), and a description of the services rendered, if, in the two (2) years preceding the date of this solicitation, services were rendered to such client relating directly or indirectly to the subject matter of the services to be provided to the FCC under the instant procurement. 2. A description of any policy or advocacy activities by the offeror or any proposed subcontractor(s) or consultant(s) with respect to the FCC or any other Government agency that relate directly or indirectly to the services that are within the scope of the Contract; e.g., ex parte presentations; comments submitted in an agency proceeding; etc. Any failure to avoid, neutralize, or mitigate any actual or potential conflict, or the appearance of such, to the satisfaction of the Government may render an offeror ineligible for award of a Contract.
- C. The Contractor shall promptly report to the Contracting Officer any changes to the list provided in paragraph B above that may arise during the Contract term.
- D. The Contractor is required to take all reasonable measures to monitor the existence of actual or potential conflicts of interest, or the appearance of such, during the Contract term. If the Contractor discovers an actual or potential conflict of interest, or the appearance of such, at any time during the Contract term, it shall make an

immediate and full disclosure in writing to the Contracting Officer of the nature of the conflict (in sufficient detail so that the FCC can determine the existence and extent of the conflict) and the action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate the conflict.

E. The Contracting Officer may direct the Contractor to avoid, neutralize, or mitigate any actual or potential conflict of interest, or the appearance of such, and may specify particular measures that the Contractor is required to take. The Contractor recognizes that the failure to avoid, neutralize, or mitigate any actual or potential conflict of interest, or the appearance of such, to the satisfaction of the FCC may render it subject to default termination. If the Contractor fails to disclose an actual or potential conflict of interest, or the appearance of such, of which it is aware, or misrepresents relevant information regarding same to the Contracting Officer, the FCC may take appropriate action as described in the preceding sentence and report the Contractor's action to the GSA Contracting Officer for the Contractor's Schedule contract.

15. INVOICES

- A. Invoices shall be submitted in an original and two copies by the 15th of every month to the FCC Travel/ Operations Group, Room #1A761, 445 12th Street, S.W., Washington, DC 20554. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
 - (1) Name of the business concern, invoice number and invoice date;
 - (2) Contract number, or authorization for delivery of property or performance of services;
 - (3) Description, price, and quantity of property and services actually delivered or rendered;
 - (4) Shipping and payment terms;
 - (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
 - (6) Other substantiating documentation or information as required by the contract; and,
 - (7) Receipts to support all out-of-pocket expenses incurred by the Contractor.

B. Submission of invoices:

1. Invoices shall be submitted in an original and two copies to: FCC Travel/ Operations Group, Room #1A761, 445 12th Street, S.W., Washington, DC 20554

The invoice will contain a statement signed by a responsible official of the concern substantially similar if not identical to the following:

I certify that the items above have been delivered in accordance with the contract, and that all charges are true, correct, and have not been previously billed.

Contractor's	Signature	

The commission will return all improper invoices without action.

2. Interest on Overdue Payment

Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

3. Payment due date:

- a. Unless otherwise specified in the contract, payments under this contract will be made on the 30^{th} calendar day after the later of
- (i) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
- (ii)The date tasks are formally accepted by the Government.
- b. If the services covered by a submitted invoice are rejected for failure to conform to the technical requirements of this contract, the provisions stated above will (i and ii) apply to the properly resubmitted document.

NOTE: *Invoices may be submitted via email to: <u>FO-Einvoices@fcc.gov</u>. In addition, copies of the emailed invoices shall also be sent to the CO and COTR.

16. SUITABILITY AND SECURITY PROCESSING

A. General

1. All contract personnel are subjected to background investigations for the purpose of suitability determinations. Based on their proposed duties, some contract personnel may also be required to have security clearance determinations. No contract personnel may be assigned to work on the contract without a favorable initial review of the OF 306, *Declaration for Federal*

Employment (http://www.opm.gov/forms/pdf_fill/of0306.pdf) or a written waiver from the FCC Security Operations Center (SOC).

- 2. Suitability, waiver, and security clearance determination investigations are currently conducted through the FCC Security Operations Center (202-418-7884). The individual contract employee will be provided with a review process before a final adverse determination is made. The FCC requires that any contract personnel found not suitable, or who has a waiver cancelled, or is denied a security clearance, be removed by the contractor during the same business day that the determination is made.
- 3. If the contract personnel is re-assigned and the new position is determined to require a higher level of risk suitability than the contract personnel currently holds, the individual may be assigned to such position while the determination is reached by the SOC. A new A-600 shall be necessary for the new position.
- 4. Contract personnel working as temporary hires (for ninety (90) days or less) must complete and receive a favorable initial review of the OF 306 and complete the contract personnel section of the FCC Form A-600, "FCC Contractor Record Form." If during the term of their employment they will have access to any FCC network application, they must also complete and sign the FCC Form A-200, "FCC Computer System Application Access Form."

B. At Time of Contract Award

1. The FCC Security Operations Center must receive the completed, signed OF 306 for all proposed contractor employees at the time of contract award. Resumes for all personnel proposed for assignment on the contract should be provided to the Security Office prior to the time of in-take processing (see below, 2.3.2). The FCC Security Operations Center requires up to five (5) working days (from the date they are received) to process the OF 306 before any employee is allowed to begin work on the contract. A written waiver from the SOC may be obtained in special circumstances.

All contract personnel, regardless of task description, must complete this form. Without an <u>approved</u>, completed OF 306 on file at the SOC, no contractor employee may begin work. An approved OF 306 is one that has passed initial review by the SOC. During the course of the SOC review of the OF 306, the contract personnel may be interviewed by SOC staff regarding information on their OF 306.

- 2. In addition, the Contractor is responsible for submission of completed, signed computer security forms for each employee prior to that person beginning work on the contract (See Appendix No. 3, FCC Instruction 1479.1, FCC Computer Security Program Directive and sample forms.) These forms should be submitted to the FCC Computer Security Office.
- 3. The COTR shall begin processing their section of the FCC Contract Personnel Record (FCC Form A-600) at this time. This form, with the COTR and CO portions completed, will be distributed at the time of contract award and must be submitted to the SOC within ten (10) working days.

4. The Office of Personnel Management (OPM) will issue a Certificate of Investigation (CIN) following the appropriate background investigation. The SOC notifies the CO and COTR and contract personnel who have received a favorable adjudication so they may receive their permanent access credential.

C. IDENTITY PROOFING, REGISTRATION AND CHECKOUT REQUIREMENTS

1. Locator and Information Services Tracking (LIST) Registration

The Security Operations Center maintains a Locator and Information Services Tracking (LIST) database, containing contact information for all Commission and contract employee personnel, regardless of work location.

The contract employee's FCC Form A-600, "FCC Contractor Record Form" captures the information for data entry into the LIST system.

2. Intake Processing

- (a) Following the processing of the OF 306 and an initial favorable suitability determination, (unless otherwise waived) the contract personnel shall report to the FCC for identity verification and access badge issuance on their first scheduled workday.
- (b) All new contract personnel must be escorted to the SOC by either the CO or COTR responsible for the contract. At this time the contractor personnel must present two forms of identification; one of which must be a picture ID issued by a state, or the Federal, government. The other piece of identification should be the <u>original</u> of one of the following:

U.S. Passport (unexpired or expired)
Certificate of U.S. Citizenship (Form N-560 or N-561)
Certificate of Naturalization (Form N-550 or N-570)
School ID
Voter's registration card
U.S. Military card
Military dependent's ID card
U.S. Coast Guard Merchant Mariner card
Native American Tribal document
U.S. Social Security card
Certification of Birth Abroad, (Form FS-545 or Form DS-1350)

(c) After identity verification, the individual shall complete the Fingerprint Card form, FD 258, the Fair Credit Report Act form, and be photographed and issued the appropriate access badge.

Original or certified copy of a birth certificate, bearing an official seal

- (d) At this time the contract employee will be given one of the following forms, based on the security risk designation for the proposed support classification/position, to complete and return to the SOC within seven (7) business days:
 - (i) **Low Risk Positions** SF 85, Questionnaire for Non-Sensitive Positions
 - (ii) Moderate Risk Positions SF 85-P, Questionnaire for Public Trust Positions
 - (iii) **High Risk Positions/Secret or Top Secret Security Clearances** Standard Form (SF) 86, Questionnaire for Sensitive Positions
- (e) For any contract employee whose name is provided to the Commission for security investigation at (ii) or (iii) level, who subsequently leaves the subject contract, due to Contractor or contract employee decision, within the first year, the Contractor shall reimburse the Commission for the cost of the investigation. If the contract or task order is scheduled for completion in under one year and the contract employee for whom a security investigation has been done leaves prior to the work being done, the Contractor and SOC shall agree on a prorated amount for reimbursement. The cost may range from approximately \$400.00 (moderate risk) to \$3,000.00 (high risk). The Contractor will be provided a copy of the investigation invoice with the reimbursement request.

3. Monthly Contractor Personnel Reports

The monthly report verifying contract personnel working at the FCC is a crucial element in the agency's compliance with Homeland Security Presidential Directive (HSPD) 12. Accurate and timely reporting are required as part of the ongoing access control efforts as mandated by HSPD-12 and implementing directives.

- (a) The Contractor's Program Manager shall submit a contract personnel list to the SOC on the first working day of each month. This report shall be identified by the contract name and FCC number, and shall list all the contract employees working at the FCC in the immediately previous month.
- (b) The report shall highlight or list in some way those individuals who are no longer employed by the Contractor or who are no longer working on the subject contract. As well, any additional contract personnel who have been successfully processed for work on the contract since the previous report shall also be noted.
- (c) The report may be delivered electronically in MS Excel format. The covering email should contain a statement of certification of accuracy and should originate with the Contract Program Manager or other Contractor executive personnel. The author of the email shall be considered the signatory.
- (d) No later than the 15th of each month, the SOC will notify the Contract Program Manager, the author of the email covering the Monthly report (if different), the COTR and the Contracting Officer if the report is a) received after the first working day of the month, or b) contains errors in the listing. The notification will identify the reason for deficit in the report.

(e) The first instance of either a) or b) above shall result in a Five Hundred Dollar (\$500.00) penalty against the Contractor. The assessed penalty shall increase in Five Hundred Dollar (\$500.00) increments for each subsequent Monthly report received either late or containing errors.

4. Checkout Processing:

- (a) All contract employees no longer employed on the subject contract, or at the termination of the contract, are required to report to the SOC and complete the sign-out portion of the FCC A-600, Contract Personnel Record.
- (b) This process verifies the access badge has been returned to the SOC by the contract personnel.
- (c) If the checkout processing is not completed by the contract employee, the Contractor shall take action to ensure its accomplishment no later than thirty (30) calendar days after the employee's departure from the FCC.
- (d) The Contractor shall be liable to the FCC for an administrative processing charge of \$150.00 (One Hundred Fifty Dollars), for each of their employees who leaves their duty assignment at the Commission and fails to complete the checkout processing within thirty (30) calendar days of departure. Mellon Bank, N.A., handles collection and processing of all Commission administrative charges and should payment become necessary, the Contractor will be provided the appropriate directions for an EFT.
- (e) The Contractor shall be liable for any actual damages arising from a failure to ensure that the checkout processing occurs within the thirty (30) calendar days of the contract employee's departure from the FCC.

17 DRUG-FREE WORKPLACE

Within thirty (30) days of award of this contract the Contractor shall provide the COTR and CO with the documentation required under FAR 52.223-6, concerning the establishment and maintenance of a Drug-Free Workplace program. The Contractor shall further provide the COTR and CO with any materials in further support of and detailing their corporate policy in this regard.

18. ACCESSIBILITY CONSIDERATIONS

The Federal Communication Commission (FCC) considers accessibility to information a priority for all employees and external customers, including individuals with disabilities. The FCC has established Requirements for Accessible Software Design. In order to support its obligations under Sections 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and 794d, as amended, to ensure the accessibility of its programs and activities to individuals with disabilities, specifically its obligations to acquire accessible electronic and information technology.

Therefore, when selecting computer hardware and software applications for use within the FCC's computing environment, the Commission will require the Contractor to evaluate the hardware and software to determine its accessibility by users with disabilities. FCC's accessibility requirements are contained in Attachment 6.

19. GENERAL

- **a. Hours of Operation.** All required activity shall be accomplished during normal working hours which are 8:30 am to 5:30 pm, Monday through Friday. Contractor staff will not be permitted to work Saturdays, Sundays or legal holidays unless authorized in writing by the CO.
 - (1) **Federal Holidays.** The FCC will be closed, and no contractor work authorized, for the following holidays:

New Year's Day
Inauguration Day (2009)
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving
Christmas

When one of the above designated holidays falls on a Saturday, the preceding Friday will be observed as a legal holiday. When one of the above designated holidays falls on a Sunday, the following Monday will be observed as a legal holiday.

- (2) Inclement Weather Days. In the event of inclement weather the Contractor is responsible for listening to the public media to determine if the FCC has been closed as a result of the weather. The Contractor is reminded that there will be no payment for any labor or services for hours the FCC is closed due to inclement weather.
- **b. Supervision of Contractor Employees.** The Contractor's employees will remain under the Contractor's direct supervision at all times. Although the FCC will coordinate directions with the scope of work of the contract, detailed instructions for Contractor employees and supervision of individual workers shall remain the responsibility of the Contractor.

20. LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES

The Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by the FCC in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space and work area space, including desks, chairs, and telephones. (Government telephones are available for official purposes only.)
- (b) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Building maintenance and utilities for facilities occupied by Contractor personnel.

21. EVALUATION OF OPTIONS (52.217-5) (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

22. OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within <u>7 days</u>; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least <u>30 days</u> before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed <u>5 Years.</u>

23. AVAILABILITY OF FUNDS (52.232-18) (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

24. LIST OF ATTACHMENTS

The following attachments constitute part of this task order:

		No. of	
Attachment	Description	Date	Pages
1	Non-Disclosure Agreement	Nov. 2002	1
2	FCC FORMS: a. FCC A-200, FCC Computer System		
	Application Access Assignment Form	Jul. 2002	2
	b. FCC A-600, Contract Personnel Record	Apr. 2003	4
3	Successful Proposal		TBD
4	FCC Instruction #1479.2, Computer Security Program Directive	Oct. 2001	32
5	Contracting Officer's Technical		
	Representative (COTR) Delegation		TBD
6	Accessibility Standards, Section 508 of The Rehabilitation Act (by reference only)		
7	FCC Policy Statement on the Prevention of Workplace Violence	Jun. 2003	1
8	FCC Instruction #1139 "Management of Non-Public Information" (to be provided to		
	the successful offeror at time of award)	Oct. 2001	12
9	Wage Determination No. 94-2103 REV (35) (Refer to www.wdol.gov/wdol/scafiles/std/9		9

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